

# *Shadow Wood Waste Environmental*

13404 Creekview Road  
Prospect, Kentucky 40059

Julie K. Tinnell

Phone (502) 645-0916

Craig Perdue

Phone (502) 609-3015

*December 6, 2004*

Mr. Dale Wright  
Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602-0615

RECEIVED

DEC 08 2004

PUBLIC SERVICE  
COMMISSION

Re: Shadow Wood Subdivision Sewer Service, a Joint Venture of Fourth Avenue Corporation and Long Corporation ("Shadow Wood")  
Joint Application for Approval of Transfer

Dear Mr. Wright,

Please find the enclosed an informal copy of the above referenced Supplemental Submissions that were requested during our meeting on November 23, 2004 in regards to the Joint Application for Approval of Transfer of the Shadow Wood Subdivision Sewer Service ("Shadow Wood") to Shadow Wood Waste Environmental.

Thank you very much for your review and consideration. If the format is acceptable to you, we will then make the appropriate copies and submit the original in the formal manner required. Please feel free to call either myself at the number listed above or Jim Lobb at 502-589-2200 with any additional comments or questions you may have.

Sincerely,



Julie K. Tinnell

CWL: Enclosures

C: Jim Lobb; Clay Long

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

DEC 08 2004

PUBLIC SERVICE  
COMMISSION

IN THE MATTER OF:

THE JOINT APPLICATION OF SHADOW WOOD )  
SUBDIVISION SEWER SERVICE AND SHADOW )  
WOOD WASTE ENVIRONMENTAL FOR ) CASE NO. 2004-00364  
APPROVAL OF THE TRANSFER OF WASTE WATER )  
TREATMENT FACILITIES PURSUANT TO PURCHASE )  
AGREEMENT BETWEEN THE PARTIES )

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SUPPLEMENTAL INFORMATION TO THE JOINT APPLICATION FOR APPROVAL OF  
THE TRANSFER OF WASTE WATER TREATMENT FACILITIES PURSUANT TO  
PURCHASE AGREEMENT BETWEEN THE PARTIES

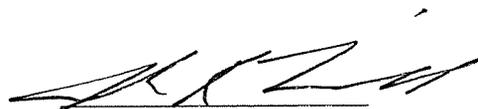
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Comes the co-applicant, Shadow Wood Waste Environmental, LLC, offering the following supplemental information to the Joint Application for Approval of Transfer of Waste Water Treatment Facilities Pursuant to Purchase Agreement Between the Parties:

1. A Revised Purchase agreement between the Parties including Exhibit A to said agreement and "page 20" unintentionally omitted in initial application.
2. An Irrevocable Letter of Credit, establishing Premier Land Company, LLC as a third party beneficiary as requested by the PSC, attached hereto and incorporated herein.
3. An Operating Agreement of Premier Land Company, LLC attached hereto and incorporated herein.
4. Supplemental references for principals of Shadow Wood Waste Environmental, LLC.
5. The Articles of Incorporation of Fourth Avenue Corporation and Long Corporation.

Respectfully submitted,

Shadow Wood Waste Environmental, LLC



Julie K. Tinnell, President

12/6/04  
Date

**AGREEMENT FOR PURCHASE AND SALE OF JOINT VENTURE ASSETS**

This **AGREEMENT FOR PURCHASE AND SALE OF JOINT VENTURE ASSETS** (“**Agreement**”) is effective as of November 1, 2004, by and between the **Shadow Wood Waste Environmental, LLC**, a Kentucky Limited Liability Company, whose address is 13404 Creekview Road Prospect, KY 40059, (“**Shadow Wood LLC**”, or “**Purchaser**”), and a) **Fourth Avenue Corporation**, a Kentucky Corporation, whose address is P.O. Box 1267, Prospect, KY 40059; and b) **Long Corporation**, a Kentucky Corporation, whose address is P.O. Box 1267, Prospect, KY 40059 (singly or collectively the “**Seller**”).

**RECITALS**

Shadow Wood Subdivision Sewer Service (the “**Joint Venture**”) is a joint venture operated as a General Partnership by those two Kentucky Corporations, Fourth Avenue Corporation and Long Corporation, which comprise the Seller.

The Joint Venture is the owner of those wastewater collection, conveyance and treatment facilities, assets pertaining thereto, and real property on which such wastewater collection, conveyance and treatment facilities are located, all as more particularly identified on **EXHIBIT A** attached hereto (collectively the “**Wastewater System**”), that serves customers in the cities of Prospect and Harrods Creek, Commonwealth of Kentucky.

The Seller owns 100% of the assets of and interest in Joint Venture.

Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller's Interest in and all of the assets of the Joint Venture upon the terms and subject to the conditions set forth in this Agreement.

After such sale, Purchaser shall own 100% of the assets of and interest in the Joint Venture; Seller shall own 0% of the assets of and interest in the Joint Venture; and except as provided otherwise by this Agreement the Purchaser shall thereafter be solely responsible for future construction, operation, maintenance and any reconstruction of sanitary sewers, pump stations, force mains, treatment facilities and equipment, structures or materials relating to the development and operation of the Wastewater System.

**AGREEMENT**

In consideration of the foregoing and the respective representations, warranties, covenants, and agreements contained in this Agreement, and intending to be legally bound, the parties to this Agreement agree as follows:

## ARTICLE I-- DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated below:

Section 1.01. "Best Efforts" means the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to ensure that such result is achieved in as prompt and timely a manner as reasonably possible.

Section 1.02. "Breach" means, with respect to a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement (a) any material inaccuracy in or material breach of or any failure to perform or comply with, such representation, warranty, covenant, obligation, or other provision, or b) any claim by any Person or other occurrence or circumstance that is or was materially inconsistent with such representation, warranty, covenant, obligation or other provision, and the term "Breach" means any such material inaccuracy, breach, failure, claim, occurrence, or circumstance.

Section 1.03. "Closing" has the meaning specified in Section 4.01.

Section 1.04. "Closing Date" means the date and time as of which the Closing actually takes place.

Section 1.05. "Code" means the Internal Revenue Code of 1986, as amended, or any successor law, and the regulations promulgated thereunder.

Section 1.06. "Consent" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

Section 1.07. "Contemplated Transactions" means all of the transactions contemplated by this Agreement, including:

- (a) the sale of all of Seller's interest in and assets of the Joint Venture to Purchaser;
  - (b) the execution, delivery, and performance of the Related Documents;
  - (c) the performance by Seller of its covenants and obligations under this Agreement;
- and
- (d) the Purchaser's acquisition of all of Seller's interest in and assets of the Joint Venture and the Seller's simultaneous discontinuance of its Joint Venture activities.

Section 1.08. "Contract" means any agreement, contract, obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

Section 1.09. "Damages" has the meaning specified in Section 12.02.

Section 1.10. "Encumbrance" means any charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

Section 1.11. "Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands); groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

Section 1.12. "Environmental, Health, and Safety Liabilities" means any cost, damages, expense, liability, obligation, or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

(a) any environmental, health, or safety matters or conditions (including on-site or offsite contamination, occupational safety and health, and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions ("Cleanup") required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective, investigative, or remedial measures required under Environmental Law or Occupational Safety and Health Law.

The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., as amended ("CERCLA").

Section 1.13. "Environmental Law" means any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment,

(b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances materials into the Environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated; assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of, protecting resources, species, or ecological amenities; reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(d) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention;

(e) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; or any Kentucky or federal law, statute or regulation relating to the ownership or operation of the Wastewater System.

Section 1.14. "Facilities" means any real property, leaseholds, or other interests currently or formerly owned or operated by a) the Seller for the use of or by the Joint Venture, or b) by the Joint Venture; and any buildings, plants, structures, or equipment (including motor vehicles, tank cars, and rolling stock) currently or formerly owned or operated by a) the Seller for the use of or by the Joint Venture, or b) by the Joint Venture.

Section 1.15. "Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

Section 1.16. "Governmental Body" means any:

(a) federal, state, county, city, town, village, district, or other governmental jurisdiction of any nature;

(b) federal, state, local, municipal, , or other government;

(c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal);

(d) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

Section 1.17. "Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, release, storage, transfer, transportation, treatment, or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the Facilities or any part thereof into the Environment, and any other act, business, operation, or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the Facilities, or

that may affect the value of the Facilities or the Joint Venture.

Section 1.18. "Hazardous Materials" means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor, and asbestos or asbestos-containing materials.

Section 1.19. "Interest" means the Seller's 100% ownership of the assets of the Joint Venture as specified in **EXHIBIT A** of this Agreement.

Section 1.20. "IRS" means the United States Internal Revenue Service or any successor agency, and, to the extent relevant, the United States Department of the Treasury.

Section 1.21. "Knowledge" means, with respect to an individual, that:

(a) Such individual is actually aware of such fact or other matter; or

(b) A prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter.

A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, knowledge of such fact or other matter.

Section 1.22. "Legal Requirement" means any federal, state, local, municipal, or other administrative order, constitution, law, ordinance, principle of common law, regulation, or statute, including specifically any approval, order or authorization required by the Kentucky Public Service Commission ("PSC"). Purchaser, with the assistance of Seller, agrees to prepare and submit to the PSC those applications and related documents which Purchaser, in its sole discretion, is willing to submit to obtain approval of the sale of the Wastewater System contemplated by this Agreement. . It is expressly agreed that the sale of the Wastewater System herein is contingent upon the approval of the PSC.

Section 1.23. "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least 10% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 10% of the outstanding equity securities or equity interests in a Person.

Section 1.24. "Occupational Safety and Health Law"--any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health

hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

Section 1.25. "Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

Section 1.26. "Ordinary Course of Business" means, with respect to an action taken by a Person:

(a) Such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person;

(b) Such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority); and

(c) Such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

Section 1.27. "Organizational Documents" means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general or limited partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles or certificate of organization and the operating agreement, if any, of a limited liability company; (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to any of the foregoing.

Section 1.28. "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

Section 1.29. "Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body or arbitrator, except that Purchaser, with the assistance of Seller, agrees to prepare and submit to the Kentucky Public Service Commission ("PSC") such application and documents necessary to obtain approval of the sale of the Wastewater System contemplated by this Agreement. It is expressly agreed that the sale of the Wastewater System herein is contingent upon the approval of the PSC.

Section 1.30. "Related Documents" means General Warranty Deed, attached Exhibits, Bill of Sale, and Form UCC-1.

Section 1.31. "Related Person" means;

(a) with respect to a particular individual, each other member of such individual's Family;

(b) with respect to a specified Person other than an individual, any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person; or

(c) each Person that serves as a director, officer, partner, executor, or trustee of such specified Person (or in a similar capacity).

For purposes of this definition, (a) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree, and (iv) any other natural person who resides with such individual.

Section 1.32. "Release" means any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, or other releasing into the Environment, whether intentional or unintentional.

Section 1.33. "Representative" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

Section 1.34. "Subsidiary" means with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the Owner or one or more of its Subsidiaries.

Section 1.35. "Tax Return" means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Legal Requirement relating to any Tax.

Section 1.36. "Threat of Release" means a substantial likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

Section 1.37. "Threatened" means a claim, Proceeding, dispute, action, or other matter will be deemed to have been "Threatened" if any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or

any other circumstances exist, that would lead a prudent Person to conclude that such a claim, Proceeding, dispute, action, or other matter is likely to be asserted, commenced, taken, or otherwise pursued in the future.

## **ARTICLE II-- SALE AND PURCHASE**

Section 2.01. Transfer of Interest. Subject to the terms and conditions herein set forth, at the Closing Seller will sell and transfer the Interest to Purchaser and Purchaser will purchase from Seller the Interest.

## **ARTICLE III-- PURCHASE PRICE**

Section 3.01. Purchase Price. The purchase price (the "Purchase Price") for the Interest shall be \$225,000.00). The parties further agree that;

- (a) Any Joint Venture indebtedness as of the Closing date shall be paid from proceeds at Closing.
- (b) Any real or personal property taxes, pertaining to any portion of the Interest, due and payable for 2004 shall be pro-rated and paid as of the date of Closing.
- (c) Any "Customer Receivables", with the exception of the uncollected amount owed by the Harbortown Condominium Complex for the year 2003, and for service provided by the Joint Venture prior to the date of Closing and collected by Purchaser shall remain with Purchaser unless for a future period. Purchaser shall be under no obligation to collect past receivables, but may collect any outstanding amounts. Customer Receivables will be prorated for the number of days in the month based on the Closing Date.

## **ARTICLE IV-- CLOSING**

Section 4.01. Closing. The purchase and sale (the "Closing") provided for in this Agreement will take place at the offices of Weber and Rose, PSC, 400 W. Market Street, Suite 2400, Louisville, KY 40202 within thirty (30) days of the latter of a) the date of the order from the Public Service Commission approving the transfer; b) Seller's completion, to Purchaser's sole satisfaction, of all contingencies to close; or c) at such other time and place as the parties agree.

Section 4.02. Closing Obligations. At the Closing:

(a) Seller will deliver to Purchaser:

(i) Resolutions by the Seller authorizing the sale of the interest.

(ii) Legal title and physical possession to all assets of the Joint Venture.

(iii) The full, complete, and accurate financial records of the corporations comprising the Seller insofar as they pertain to the Seller's operation of the Joint Venture, and of the Joint Venture if such records are separately maintained, including but not limited to all books of account, record books, and records of Interest ownership in the Seller and/or Joint Venture.

(iv) A certificate executed by Seller representing and warranting to Purchaser that each of Seller's representations and warranties in this Agreement was accurate in all material respects as of the date of this Agreement and is accurate in all material respects as of the Closing Date as if made on the Closing Date.

(v) A certificate from the Kentucky Revenue Cabinet dated not more than thirty (30) days prior to the Closing Date which verifies that neither the Joint Venture nor the Seller owes any delinquent taxes, assessments or other obligations to the Commonwealth of Kentucky which could in any way adversely affect the value of the Interest transferred herein.

(b) Purchaser will deliver to Seller:

(i) Payment of \$100,000 of the total Purchase Price.

(ii) Purchaser's promissory note obligating Purchaser to pay the remaining \$125,000 of the Purchase Price, with the final payment of being due and owing on or before one year from the interest being transferred.

(iii) A certificate executed by Purchaser to the effect that, except as otherwise stated in such certificate, each of Purchaser's representations and warranties in this Agreement was accurate in all material respects as of the date of this Agreement and is accurate in all material respects as of the Closing Date as if made on the Closing Date.

## **ARTICLE V-- REPRESENTATIONS AND WARRANTIES OF SELLER**

Section 5.01. Organization Power. The Seller is comprised of two for-profit corporations duly organized and in existence under the laws of the Commonwealth of Kentucky; all reports which either corporation comprising Seller is required to file with the Kentucky Secretary of State have been filed; and no articles of dissolution pertaining to either corporation comprising the Seller have been filed with the Kentucky Secretary of State. Neither the Seller nor the Joint Venture is required to be qualified as a foreign corporation in any other state or jurisdiction. The Corporations comprising the Seller, operating as a general partnership Joint Venture, have all

requisite power and authority to own, lease, and operate the assets used in the conduct of the business of the Joint Venture and to carry on the business of the Joint Venture as it is now being conducted and Seller does not know anything to the contrary. Each corporation comprising the Seller has delivered to Purchaser true, complete, and accurate copies of their separate Articles of Incorporation and Bylaws as presently in effect. The Corporations comprising the Seller warrant that there is no written Joint Venture Agreement identifying the terms and conditions under which they operate the Joint Venture.

Section 5.02. Authority, No Conflict. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of Documents to which Seller is a party (collectively, the "Seller's Closing Documents"), the Seller's Closing Documents will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has the absolute and unrestricted right, power, authority, and capacity, acting through the corporations which comprise Seller to execute and deliver this Agreement and the Seller's Closing Documents and to perform his obligations under this Agreement and the Seller's Closing Documents.

Section 5.03. Capitalization. Seller is and will be on the Closing Date the record and beneficial owner and holder of the Interest, free and clear of all Encumbrances. Seller owns 100% of the total Interest in the Joint Venture. Any assets or Interest held in the name of the Joint Venture are in fact owned equally by the corporations that comprise the Seller. There are no Contracts relating to the issuance, sale, or transfer of any equity securities or other securities of either corporation comprising the Seller or of the Joint Venture.

Section 5.04. Financial Statements. The financial records of the corporations comprising the Seller, and of the Joint Venture if such are separately maintained, all of which have been made available to Purchaser, are complete and correct. At the Closing, all of those financial records will be delivered to the possession of the Purchaser.

Section 5.05. Books and Records. The books of account, record books, record of Interest, and other records of the Joint Venture, all of which have been made available to Purchaser, are complete and correct. At the Closing, all of those books and records will be in the possession of the Company.

Section 5.06. No Undisclosed Liabilities. Seller is not aware of any Seller or Joint Venture liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for current liabilities incurred in the Ordinary Course of Business which are known to Purchaser.

Section 5.07. Compliance with Legal Requirements: Governmental Authorizations.

(a) Seller believes the following to be true:

(i) The Seller's activities pertaining to the Joint Venture, and the Joint Venture, are in full compliance with each Legal Requirement that is or was applicable to the

Seller or the Joint Venture or to the conduct or operation of the Joint Venture business or the ownership, use or transfer of any of the assets which comprise the Joint Venture.

(ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by the Seller or the Joint Venture of, or a failure on the part of the Seller or the Joint Venture to comply with, any Legal Requirement, or (B) may give rise to any obligation on the part of the Seller or the Joint Venture to undertake, or to bear all or any portion of the cost of any remedial action of any nature.

(iii) Neither the Seller nor the Joint Venture has received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of the Seller or the Joint Venture Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

#### Section 5.08. Legal Proceedings, Orders.

(a) Seller does not know of any existing or pending Proceeding that:

(i) Has been commenced by or against the Seller or the Joint Venture or that otherwise relates to or may affect the business of, or any of the assets owned or used by, the Joint Venture or the Seller in its operation of the Joint Venture.

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

To the Knowledge of Seller: (1) no such Proceeding has been Threatened, and (2) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding. Seller has delivered to Purchaser copies of all pleadings, correspondence, and other documents relating to each Proceeding known to Seller.

#### Section 5.09. Environmental Matters. Seller warrants that:

(a) The Joint Venture is in full compliance with, and has not been and is not in violation of or liable under, any Environmental Law. Neither Seller nor the Joint Venture has any basis to expect, any actual or threatened order, notice, or other communication from (i) any Governmental Body or private citizen acting in the public interest, or (ii) the current or prior owner or operator of any Facilities, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health, and Safety liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which the Seller in its operation of the Joint Venture, or the Joint Venture, has had an interest, or with respect to any property or Facility at or to which Hazardous Materials were generated, manufactured, refined, transferred, used, or processed by the Joint Venture, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(b) There are no pending or, to the Knowledge of Seller and the Joint Venture, Threatened claims, Encumbrances, or other restrictions of any nature, resulting from any Environmental, Health, and Safety Liabilities or arising under or pursuant to any Environmental Law, with respect to or affecting any of the Facilities or any other properties and assets (whether real, personal, or mixed) in which the Seller through its operation of the Joint Venture, or the Joint Venture, has or had an interest.

(c) Neither Seller nor the Joint Venture has any basis to expect, nor has any of them or any other Person for whose conduct they are or may be held responsible received, any citation, directive, inquiry, notice, Order, summons, warning, or other communication that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health, and Safety Liabilities with respect to any of the Facilities or any other properties or assets (whether real, personal, or mixed) in which the Seller through its operation of the Joint Venture, or the Joint Venture, had an interest, or with respect to any property or facility to which Hazardous Materials generated, manufactured, refined, transferred, imported, used, or processed by the Joint Venture have been transported, treated, stored, handled, transferred, disposed, recycled, or received.

(d) Neither Seller nor the Joint Venture, or any other Person for whose conduct they are or may be held responsible, has any Environmental, Health, and Safety Liabilities with respect to the Facilities or at any property geologically or hydrologically adjoining the Facilities.

(e) Except chlorine tanks at the plant, there are no Hazardous Materials present on or in the Environment at the Facilities or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Facilities or such adjoining property, or incorporated into any structure therein or thereon. Neither Seller nor the Joint Venture has permitted or conducted, or is aware of any Hazardous Activity conducted with respect to the Facilities or any other properties or assets (whether real, personal, or mixed) in which the Seller through its operation of the Joint Venture, or the Joint Venture, has or had an interest except in full compliance with all applicable Environmental Laws.

(f) There has been no Release or, to the Knowledge of Seller or the Joint Venture, Threat of Release, of any Hazardous Materials at or from the Facilities or at any other locations where any Hazardous Materials were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by the Facilities, or from or by any other properties and assets (whether real, personal, or mixed) in which the Seller through its operation of the Joint Venture, or the Joint Venture, has or had an interest.

(g) Seller has delivered to Purchaser true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller or the Joint Venture pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Facilities,

or concerning compliance by the Seller or the Joint Venture with Environmental Laws.

Section 5.10. Disclosure.

(a) No representation or warranty of Seller in this Agreement, including any schedule attached to this Agreement, omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to Section 7.05 will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

(c) There is no fact known to Seller that has specific application to Seller or the Joint Venture (other than general economic or industry conditions) and that materially adversely affects or, as far as Seller can reasonably foresee, materially threatens, the assets, business, prospects, financial condition, or results of operations of the Joint Venture that has not been set forth in this Agreement, including the schedules attached to this Agreement.

Section 5.11. Relationships With Related Persons. Upon the closing, Neither Seller nor any Related Person of Seller has or will have any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to the Joint Venture's business.

Section 5.12. Brokers or Finders. Seller and his agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement and will indemnify and hold Purchaser harmless from any such payment alleged to be due by or through Seller as a result of the action of Seller or Seller's officers or agents.

**ARTICLE VI--  
REPRESENTATIONS AND WARRANTS OF SHADOW WOOD, LLC**

Purchaser represents and warrants to Seller as follows:

Section 6.01. Organization Power. Purchaser is a Kentucky limited liability company duly organized and in existence under the laws of the Commonwealth of Kentucky; all reports that Purchaser is required to be filed with the Kentucky Secretary of State have been filed; and no articles of dissolution pertaining to the Purchaser have been filed with the Kentucky Secretary of State. The Purchaser is not required to be qualified as a foreign corporation in any other state or jurisdiction. Purchaser has all requisite power and authority to own, lease, and operate the assets used in the conduct of its business and to carry on its business as it is now being conducted and does not know anything to the contrary. Purchaser has delivered to Seller true, complete, and accurate copies of its Articles of Organization as presently in effect.

Section 6.02. Authority, Statement of No Conflict. This Agreement constitutes the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Upon the execution and delivery by Purchaser of Documents to which it is a party (collectively, the "Purchaser's Closing Documents"), Purchaser's Closing Documents will constitute the legal, valid, and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms. Purchaser has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and Purchaser 's Closing Documents and to perform its obligations under this Agreement and the Purchaser's Closing Documents, subject only to review and approval of the Jefferson County Fiscal Court pursuant to KRS 220.035.

Section 6.04. Certain Proceedings. There is no pending Proceeding that has been commenced against Purchaser and that challenges, or may have the effect of preventing, delaying or making illegal, or otherwise interfering with, any of the Contemplated Transactions to Purchaser.

Section 6.05. Brokers or Finders. Purchaser and its agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement and will indemnify and hold Seller harmless from any such payment alleged to be due by or through Purchaser as a result of the action of Purchaser or its officers or agents.

## **ARTICLE VII-- COVENANTS OF SELLER**

Section 7.01. Access and Investigation. Up to and including February 28, 2005, Seller will, and will cause the Joint Venture and its Representatives to, afford Purchaser and its Representatives (collectively, "Purchaser's Advisors") full and free access to the personnel, properties (including subsurface testing), contracts, books and records, and other documents and data of the Seller and the Joint Venture; furnish Purchaser and Purchaser's Advisors with copies of all such contracts, books and records, and other existing documents and data as Purchaser may reasonably request; and furnish Purchaser and Purchaser's Advisors with such additional financial, operating, and other data and information as Purchaser may reasonably request.

Section 7.02. Operation of the Businesses of the Company. Between the date hereof and February 28, 2005, Seller will conduct the business of the Joint Venture only in the Ordinary Course of Business; use Seller's Best Efforts to preserve intact the current business organization of the Joint Venture; keep available the services of the current officers, employees, and agents of the Joint Venture; maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with the Joint Venture; and confer with Purchaser concerning Joint Venture operational matters of a material nature.

Section 7.03. Negative Covenant. Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and February 28, 2005, Seller will not, and will cause the Joint Venture not to, without the prior consent of Purchaser, take any affirmative action, or fail to take any reasonable action within Seller's control, as a result of which any material negative

change or event may take place.

Section 7.04. Required Approvals. As promptly as practicable after the date hereof, Seller will, and will cause the Joint Venture to, make all filings required by legal Requirements to be made by them in order to consummate the Contemplated Transactions (including all filings with professional licensing authorities). Up to and including February 28, 2005, Seller will, and will cause the Joint Venture to cooperate with Purchaser with respect to all filings that Purchaser elects to make or is required by legal Requirements to make in connection with the Contemplated Transactions.

Section 7.05. Notification. Up to and including February 28, 2005, Seller will promptly notify Purchaser in writing if Seller or the Joint Venture becomes aware of any fact or condition that causes or constitutes a Breach of any of Seller' representations and warranties as of the date of this Agreement, or if such Seller or the Joint Venture becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules to this Agreement if this Agreement were dated the date of the occurrence or discovery of any such fact or condition, Seller will promptly deliver to Purchaser a supplement to the Schedules to this Agreement specifying such change. During the same period, Seller will promptly notify Purchaser of the occurrence of any Breach of any covenant of Seller in this Article VII or of the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

Section 7.06. Payment of Indebtedness by Related Persons. Except as expressly provided in this Agreement, Seller will cause all indebtedness owed to the Company by Seller or any Related Person of Seller to be paid in full prior to Closing.

Section 7.07. No Negotiation. Until such time, if any, as this Agreement is terminated pursuant to Article XI, Seller will not, and will cause the Company and each of its Representatives not to, directly or indirectly solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any Person (other than Shadow Wood, LLC) relating to any transaction involving the sale of the business or assets (other than in the Ordinary Course of Business) of the Company, or any of the ownership interests of the Company, or any merger, consolidation, business combination, or similar transaction involving the Company.

Section 7.08. Best Efforts. Up to and including February 28, 2005, Seller will use its Best Efforts to cause the conditions in Articles IX and X to be satisfied.

## **ARTICLE VIII-- COVENANTS OF SHADOW WOOD, LLC**

Section 8.01. Approvals of Governmental Bodies. As promptly as practicable after the date of

this Agreement, Purchaser will make those filings reasonably required by Legal Requirements to be made by it to consummate the Contemplated Transactions.

Section 8.02. Records. From the Closing Date and through and until all customer receivables have been paid to Seller by the Purchaser, the Purchaser shall provide Seller with all copies of all records reflecting the receipt of customer receivables for service provided by Seller up to the Closing Date and payment of same to Seller pursuant to Section 3.01.

Section 8.03. Best Efforts. Up to and including February 28, 2005, Purchaser will use its Best Efforts to cause the conditions in Sections IX and X to be satisfied.

Section 8.04 Notification. Up to and including February 28, 2005, Seller will promptly notify Purchaser in writing if Seller becomes aware of any fact or condition that causes or constitutes a Breach of any of Purchaser's representations and warranties as of the date of this Agreement, or if Purchaser becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Schedules to this Agreement if this Agreement were dated the date of the occurrence or discovery of any such fact or condition, Purchaser will promptly deliver to Seller a supplement to the Schedules to this Agreement specifying such change. During the same period, Purchaser will promptly notify Seller of the occurrence of any Breach of any covenant of Purchaser in this Article XIII or of the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

## **ARTICLE IX-- CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE**

Purchaser's obligation to purchase the Interest and to take the other actions required to be taken by Purchaser at the Closing is subject to Purchaser's satisfaction, in its sole discretion, at or prior to the Closing, of each of the following conditions (any of which maybe waived by Purchaser, in whole or in part):

### Section 9.01. Accuracy of Representations.

(a) All of Seller's and Joint Venture's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date, without giving effect to any supplement to the Schedules to this Agreement.

### Section 9.02. Seller's Performance.

(a) All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually) must have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 4.02 must have been delivered, and each of the other covenants and obligations in this Agreement must have been performed and complied with in all material respects.

Section 9.03. No Proceedings. Since the date of this Agreement, there must not have been commenced or threatened against Purchaser, Seller, or the Joint Venture, or against any Person affiliated with Purchaser, Seller, or the Joint Venture, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions, or (b) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with any of the Contemplated Transactions.

Section 9.04. No Claim Regarding Interest Ownership or Sale Proceeds. There must not have been made or Threatened by any Person any claim asserting that such Person (a) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any Interest or any other voting, equity, or ownership interest in, the Joint Venture, or (b) is entitled to all or any portion of the Purchase Price payable for the Interest.

Section 9.05. No Prohibition. Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Purchaser or any Person affiliated with Purchaser to suffer any material adverse consequence under: (a) any applicable legal Requirement or Order, or (b) any legal Requirement or Order that has been published, introduced, or otherwise formally proposed by or before any Governmental Body.

Section 9.06. Purchaser's Due Diligence Investigation. Up to and including February 28, 2005, Purchaser shall be entitled to conduct any asset/real property feasibility, soil, water and/or drill test studies, survey, property financial analysis, improvements or lease inspections, title examination, or zoning inquiry, or apply for any real property or operations approvals which Purchaser may in its sole discretion choose. Purchaser shall not be obligated to close if any such investigation indicates, in Purchaser's sole opinion, that the Joint Venture, its assets, its real property, or its operations is not acceptable to Purchaser. Purchaser shall bear the costs of all such studies and all results of same shall be the sole and exclusive property of the Purchaser. If the Joint Venture, its assets or its real property is not acceptable to Purchaser in Purchaser's sole discretion, Purchaser shall notify Seller of such on or before February 28, 2005.

## **ARTICLE X-- CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE**

Seller's obligation to sell the Interest and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following

conditions (any of which may be waived by Seller, in whole or in part):

Section 10.01. Accuracy of Representations. All of Purchaser's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

Section 10.02. Purchaser Performance. Purchaser must have delivered each of the documents required to be delivered by Purchaser pursuant to Section 4.02 and must have made the cash payments required to be made by Purchaser pursuant to Section 4.02.

Section 10.03. No Injunction. There must not be in effect any legal Requirement or any injunction or other Order that prohibits the sale of the Interest by Seller to Purchaser.

## **ARTICLE XI-- TERMINATION**

Section 11.01. Termination Events. This Agreement may, by notice given prior to or at the Closing, be terminated:

(a) by either Purchaser or Seller if material Breach of any provision of this Agreement has been committed by the other party and such Breach has not been waived;

(b) by Purchaser if any of the conditions in Article IX has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement); and Purchaser has not waived such condition on or before the Closing Date;

(c) by Seller, if any of the conditions in Article X has not been satisfied of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Seller to comply with his obligations under this Agreement) and Seller has not waived such condition on or before the Closing Date;

(d) by mutual consent of Purchaser and Seller;

(e) by either Purchaser or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before Feb 28, 2005, or such later date as the parties may agree upon;

(f) by that party to whom additional information is disclosed after execution of this Agreement, by way of Schedules, document review, or other means, if such additional information has a material and adverse affect on the terms of this Agreement as they affect the

party to whom additional information is disclosed.

Section 11.02. Effect of Termination. Each party's right of termination under Section 11.01 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 11.01, all further obligations of the parties under this Agreement will terminate except that the obligations in Sections 12.01 will survive; provided, however, that if this Agreement is terminated by a party because of the Breach of the Agreement by the other party or because one or more of the terminating party's conditions to close under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

## **ARTICLE XII-- INDEMNIFICATION; REMEDIES**

Section 12.01. Survival: Right to Indemnification Not Affected by Knowledge. All representations, warranties, covenants, and obligations in this Agreement, the Schedules to this Agreement, the supplements to this Agreement, the certificates delivered pursuant to Section 4.02 and any other certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty or on the performance of or compliance with any covenant or obligation will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

Section 12.02. Indemnification and Payment of Damages by Seller. Seller will indemnify and hold harmless Purchaser and its Representatives (collectively, the "Indemnified Persons") for, and will pay to the Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with any Breach of any representation or warranty made by Seller in this Agreement, including the Schedules to this Agreement (without giving effect to any supplement to the Schedules to this Agreement), the supplements to the Schedules to this Agreement, or any other certificate or document delivered by Seller pursuant to this Agreement. Any indemnification provided by this Section 12.02 for any Breach by the Seller of any covenant or obligation of the Seller will not limit any other remedies that may be available to Purchaser or the other indemnified Persons.

Section 12.03. Indemnification and Payment of Damages by Seller-Environmental Matters. In addition to the provisions of Section 12.02, Seller will indemnify and hold harmless the Purchaser and the Indemnified Persons for, and will pay to Purchaser and the Indemnified

Persons the amount of any Damages (including costs of cleanup, containment, or other remediation) arising, directly or indirectly, from or in connection with:

(a) any Environmental, Health, and Safety liabilities arising out of or relating to:

(i) (A) the Seller's or Joint Venture's ownership or operation, or the condition at any time on or prior to the Closing Date of, the Facilities or any other properties and assets (whether real, personal, or mixed and whether tangible or intangible) in which the Seller or the Joint Venture has or had an interest, or

(B) any Hazardous Materials or other contaminants that were present on the Facilities or such other properties and assets at any time on or prior to the Closing Date; or

(ii) (A) any Hazardous Materials or other contaminants, wherever located, that were, or were allegedly, generated, transported, stored, treated, Released, or otherwise handled by the Seller, the Joint Venture or by any other Person for whose conduct they are or may be held responsible at any time on or prior to the Closing Date, or

(B) any Hazardous Activities that were, or were allegedly, conducted by the Seller, the Joint Venture, or by any other Person for whose conduct they are or may be held responsible at any time on or prior to the Closing Date; or

(b) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any Person, including any employee or former employee of the Seller, the Joint Venture, or any other Person for whose conduct they are or may be held responsible in any way arising from or allegedly arising from any Hazardous Activity conducted or allegedly conducted with respect to the Facilities or the operation of the Joint Venture prior to the Closing Date, or from Hazardous Material that was

(i) present on or before the Closing Date on or at the Facilities (or present on any other property if such Hazardous Material emanated or allegedly emanated from any of the Facilities and was present on any of the Facilities on or prior to the Closing Date); or

(ii) released or allegedly Released by the Joint Venture or any other Person for whose conduct they are or may be held responsible, at any time on or prior to the Closing Date.

Purchaser will be entitled to control any Cleanup, any related Proceeding, and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 12.03. The procedure described in Section 12.09 will apply to any claim solely for monetary damages relating to a matter covered by this Section 12.03.

Section 12.04. Indemnification and Payment of Damages by Purchaser. Purchaser will indemnify and hold harmless Seller, and will pay to Seller the amount of any Damages, including but not limited to incidental and consequential damages, expenses of investigation, defense, court costs

and reasonable attorneys' fees, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with

(a) any Breach of any representation or warranty made by Purchaser in this Agreement or in any certificate delivered by Purchaser pursuant to this Agreement; or

(b) any Breach by Purchaser of any covenant or obligation of Purchaser in this Agreement; or

(c) any liability of the Joint Venture for an occurrence after the Closing Date which was not caused in any manner by Seller.

Section 12.05. Escrow. Right of Set-Off. Upon notice to Seller specifying in reasonable detail the basis for such set-off, Purchaser may set off any amount to which it may be entitled under this Article XII against amounts otherwise payable under any indebtedness owed to Seller by Purchaser. The exercise of such right of set-off by Purchaser in good faith, whether or not ultimately determined to be justified, will not constitute an event of default under any indebtedness owed to Seller by Purchaser or any instrument securing such indebtedness. Neither the exercise of nor the failure to exercise such right of setoff will constitute an election of remedies or limit Purchaser in any manner in the enforcement of any other remedies that may be available to it.

Section 12.06. Procedure for Indemnification-Third Party Claims.

(a) Promptly after receipt by an indemnified party of notice of the commencement of any Proceeding against it, such indemnified party will, if a claim is to be made against an indemnifying party under such Section, give notice to the indemnifying party of the commencement of such claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnifying party's failure to give such notice.

(b) If any Proceeding is brought against an indemnified party and it gives notice to the indemnifying party of the commencement of such Proceeding, the indemnifying party will, unless the claim involves Taxes, be entitled to participate in such Proceeding and, to the extent that it wishes, to assume the defense of such Proceeding with counsel satisfactory to the indemnified party and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article XII for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding, other than reasonable costs of investigation. If the indemnifying party assumes the defense of a Proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that Proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (A) there is no finding or admission of any

violation of legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the indemnified party, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying party; and (iii) the indemnified party will have no liability with respect to any compromise or settlement of such claims effected without its consent if notice is given to an indemnifying party of the commencement of any Proceeding and the indemnifying party does not, within ten days after the indemnified party's notice is given, give notice to the indemnified party of its election to assume the defense of such Proceeding, the indemnifying party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the indemnified party.

(c) Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Proceeding, but the indemnifying party will not be bound by any determination of a Proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) Seller hereby consents to the non-exclusive jurisdiction of any court in which a Proceeding is brought against any Indemnified Person for purposes of any claim that an Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein, and agree that process may be served on Seller with respect to such a claim anywhere in Kentucky.

Section 12.07. Procedure for Indemnification--Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

### **ARTICLE XIII-- GENERAL PROVISIONS**

Section 13.01. Expenses. Each party will bear their own expenses regarding the preparation and closing of this Agreement.

Section 13.02. Public Announcements. Any public announcement or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as Purchaser determines. Unless consented to by Purchaser in advance or required by Legal Requirements, prior to the Closing Seller shall, and shall cause the Joint Venture to, keep this Agreement strictly confidential and may not make any disclosure of this Agreement to any Person other than to its attorney and accountant. Seller and Purchaser will consult with each other concerning the means by which the Seller's and the Joint Venture's employees, customers, and suppliers and others having dealings with the Joint Venture will be informed of the Contemplated Transactions, and Purchaser will have, the right to be present for any such communication.

Section 13.03. Confidentiality. Between the date of this Agreement and the Closing Date, Purchaser and Seller will maintain in confidence, and will cause the directors, officers, employees, agents, and advisors of Seller, the Joint Venture, and Purchaser to maintain in confidence, any written, oral, or other information obtained in confidence from another party or the Joint Venture in connection with this Agreement or the Contemplated Transactions, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings or preparation of accounting records. If the Contemplated Transactions are not consummated, each party will return or destroy as much of such written information as the other party may reasonably request. Whether or not the Closing takes place, Seller waives, and will upon Purchaser's request cause the Joint Venture to waive, any cause of action, right, or claim arising out of the access of Purchaser or its representatives to any trade secrets or other confidential information of the Seller or the Joint Venture except for the intentional competitive misuse by Purchaser of such trade secrets or confidential information.

Section 13.04. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given, (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below, provided that telephonic confirmation of receipt is obtained promptly after completion of transmission, (c) on the day after delivery to a nationally recognized overnight courier service, or the Express Mail service maintained by the United States Postal Service for overnight service, or (d) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and addressed to the party's address listed hereinabove. Any party may change its address for the purpose of this Section 13.04 by giving the other parties written notice of its new address in the manner set forth above.

Section 13.05. Headings. The article, section, and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 13.06. Construction.

(a) The parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event of an ambiguity, or, a question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(b) Except as otherwise specifically provided in this Agreement (such as by "sole," "absolute discretion," "complete discretion", or words of similar import), if any provision of this Agreement requires or provides for the consent, waiver, or approval of a party, such consent, waiver, and/or approval shall not be unreasonably withheld.

(c) (i) Nothing in the schedules nor exhibits to the Agreement shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule or Exhibit identifies the exception with particularity and describes the relevant facts in reasonable detail.

(ii) The parties intend that each representation, warranty, and covenant herein shall have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any material respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant, as the case may be.

(d) (i) Words of any gender used in this Agreement shall be held and construed to include any other gender; words in the singular shall be held to include the plural; and words in the plural shall be held to include the singular; unless and only to the extent the context indicates otherwise.

(ii) Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(iii) The word "including" means "including, without limitation."

Section 13.07. Severability. If any provision of this Agreement is declared by any court or other governmental body to be null, void, or unenforceable, this Agreement shall be construed so that the provision at issue shall survive to the extent it is not so declared and that all of the other provisions of this Agreement shall remain in full force and effect.

Section 13.08. Entire Agreement. This Agreement contains the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to those transactions. All exhibits and schedules to this Agreement are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 13.09. Amendments: Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived only by a written instrument executed by the parties to this Agreement, or in the case of a waiver by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Section 13.10. Parties in Interest. Nothing in this Agreement is intended to confer any rights or

remedies under or by reason of this Agreement on any Person other than Seller and Purchaser and their respective successors and permitted assigns.

Section 13.11. Successors and Assigns. No party to this Agreement shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other parties to this Agreement, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect; provided, however, Purchaser may, without consent but upon notice given to Seller at least five days prior to the Closing Date, assign all its rights and delegate its obligations hereunder to a corporation or other entity of its choosing. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties to this Agreement.

Section 13.12. Governing Law. Jurisdiction. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Kentucky (without giving effect to the principles of conflicts of laws thereof). The parties to this Agreement irrevocably agree and consent to the jurisdiction of the courts of the Commonwealth of Kentucky for the adjudication of any matters arising under or in connection with this Agreement.

Section 13.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

**IN WITNESS WHEREOF**, the parties to this Agreement have executed this Agreement effective as of the date **first** above written.

**SHADOW WOOD SUBDIVISION SEWER SERVICE**

**BY: FOURTH AVENUE CORPORATION**  
a Kentucky Corporation

By:  CLAY W. LONG

Title: President

Date: 12/31/04

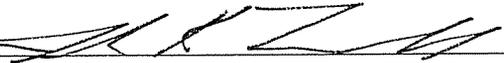
**BY: LONG CORPORATION, a**  
Kentucky Corporation

By:  CLAY W. LONG

Title: President

Date: 12/03/04

**SHADOW WOOD WASTE ENVIRONMENTAL, LLC**  
a Kentucky Limited Liability Company

By:  \_\_\_\_\_

Title: Member \_\_\_\_\_

Date: 11/30/04 \_\_\_\_\_

# Exhibit A - Assets

Line No.	Account	Depr. Rate	Balance First of Yr	Additions	Retire-ments	Adj.-Inc. or Dec.	Balance End of Year
SEWER UTILITY PLANT IN SERVICE							
Report in col. (e) entries reclass. property from one acct. to another. Corrections of entries of the							
rec. yr. should be recorded in col. (c) or (d) as they are corrections of additions or retirements.							
1	INTANGIBLE PLANT						
2	Organization(301)	---					
3	Franchise and Consents(302)	---					
4	Miscellaneous Intangible Plant(303)	---					
5	Total Intangible Plant	---					
6	LAND AND STRUCTURES						
7	Land and Land Rights(310)	---					
8	Structures and Improvements(311)		227,565				227,565
9	Total Land and Structures		227,565				227,565
10	COLLECTION PLANT						
11	Collection Sewers-Force(352.1)		99,554				99,554
12	Collection Sewers-Gravity(352.2)		67,011				67,011
13	Other Collection Plant Facilities(353)						
14	Services to Customers(354)						
15	Flow Measuring Devices(355)						
16	Total Collection Plant		166,565				166,565
17	PUMPING PLANT						
18	Receiving Wells and Pump Pits(362)		44,209				44,209
19	Pumping Equipment-Electric(363A)						
20	Pumping Equipment-Diesel(363B)						
21	Pumping Equipment-Other(363C)						
22	Total Pumping Plant		44,209				44,209
23	TREATMENT AND DISPOSAL PLANT						
24	Oxidation Lagoon(372)						
25	Treatment and Disposal Equipment(373)						
26	Plant Sewers(374)						
27	Outfall Sewer Lines(375)						
28	Other Treat. & Dis. Plt. Equip.(376)						
29	Total Treatment and Disposal Plant						
30	GENERAL PLANT						
31	Office Furniture and Equipment(391)						
32	Transportation Equipment(392)						
33	Stores Equipment(393A)						
34	Tools, Shop & Garage Equipment(393B)						
35	Laboratory Equipment(393C)						
36	Power Operated Equipment(393D)						
37	Communication Equipment(393E)						
38	Other Tangible Property(393F)						
39	Total General Plant						
40	TOTAL SEWER PLANT IN SERVICE		438,339				438,339

BALANCE SHEET

Line No.	ASSETS AND OTHER DEBITS	Balance First Of Year	Balance Last Of Year
1			
2	UTILITY PLANT		
3			
4	Utility Plant(101-109)	438,339	438,339
5	Less: Accum. Prov. for Depr. and Amort.		
6	of Utility Plant(110)	311,874	320,305
7	Net Utility Plant	126,465	118,034
8			
9	OTHER PROPERTY AND INVESTMENTS		
10			
11	Non-Utility Property(121)		
12	Less: Accum. Prov. for Depr. and Amort.		
13	of Non-Utility Property(122)		
14	Net Non-Utility Property		
15	Other Investments(124)		
16	Special Funds(125)		
17			
18			
19	Total Other Property and Investments	- 0 -	- 0 -
20			
21	CURRENT AND ACCRUED ASSETS		
22			
23	Cash and Working Funds(131)	6,756	2,469
24	Temporary Cash Investments(132)		
25	Notes Receivable(141)		
26	Customer Accounts Receivable(142)	1,230	11,899
27	Other Accounts Receivable(143)		
28	Accum. Prov. for Uncollectible Accts.-Cr.(144)		
29	Notes Receivable from Assoc. Companies(145)		
30	Accounts Receivable from Assoc. Companies(146)		
31	Materials and Supplies(150)		
32	Prepayments(166)		
33	Other Current and Accrued Assets(170)		
34			
35			
36			
37	Total Current and Accrued Assets	7,986	14,368
38			
39	DEFERRED DEBITS		
40			
41	Unamortized Debt Discount and Expense(181)		
42	Extraordinary Property Losses(182)		
43	Other Deferred Debits(183)		
44			
45			
46			
47	Total Deferred Debits	- 0 -	- 0 -
48			
49			
50	TOTAL ASSETS AND OTHER DEBITS	134,451	132,402

PREMIER LAND COMPANY

December 1, 2004

Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40601

RE: Irrevocable Letter of Credit, PSC Case No. 2004-00364

Dear Sirs and/or Madams,

We hereby establish our irrevocable letter of credit in your favor at the request of and for Shadow Wood Waste Environmental, whose address is 13404 Creekview Road, Prospect, Kentucky, 40059 up to the aggregate amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) available to you by draft at sight drawn on us and accompanied by an order of the Public Service Commission ("Commission") finding the following:

- (1) A material and continuing default by Shadow Wood Waste Environmental, Inc. to:
  - (a) provide at all times adequate, safe and sanitary wastewater collection, treatment and disposal service for all facilities in accordance with all applicable rules and regulations of the Commission and the Natural Resources and Environmental Protection Cabinet ("Cabinet");
  - (b) maintain adequate records of any tests relating to the wastewater facilities and to keep such records open to inspection by the Commission, the Cabinet and the ratepayers: or
  - (c) remedy at its own cost and expense defaults in the wastewater facilities and make such adjustments, repairs, installations or improvements to the wastewater facilities as may be reasonably necessary for the operation of the wastewater facilities to conform its operations to the lawful and reasonable requirements of the Commission or any other governmental agency having jurisdiction over its operation (hereafter referred to individually or collectively as the "Default");and

(2) The failure of Shadow Wood Waste Environmental, Inc. to remedy the Default Within 30 days after notice of the Default has been received by Shadow Wood Waste Environmental, Inc. from any ratepayer or the Commission (or two days in the event of a complete shutdown of the Wastewater facilities or the suspension of sewer services to the ratepayers of Shadow Wood Waste Environmental, Inc.), except in cases of disaster, war, riots, insurrection, labor troubles, strikes or other causes beyond the control of Shadow Wood Waste Environmental, Inc., (hereafter "Failure to Remedy the Default"). Provided, that if Shadow Wood Waste Environmental, Inc. has initiated a cure and is diligently pursuing same to completion, and said cure cannot reasonably be expected to be completed within thirty (30) days, Shadow wood Waste Environmental, Inc. shall have an additional period not to exceed sixty (60) days within which to complete same.

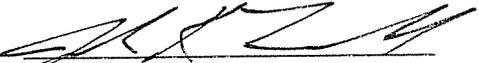
The commission will notify us when the Commission has found a Default by Shadow Wood Waste Environmental, Inc., and Failure to Remedy the Default. Such notice shall describe the nature of the Default and the amount, up to \$125,000.00, required for Commission to remedy such Default.

The draft drawn under this credit must be marked: "Drawn under Premier Land Letter of Credit dated December 1, 2004." We hereby agree with you that the draft under and in compliance with the terms of this letter of credit shall be duly honored upon presentation to the Drawee. Any monies delivered to the Commission that are not expended by the Commission to remedy such default shall thereafter be returned to the Drawee.

This letter of credit shall expire on December 31st, 2020, or upon approved transfer of ownership of the Wastewater facilities to another entity.

Sincerely Yours,

Premier Land Company, LLC

  
Julie K. Tinnell, Member

ARTICLES OF ORGANIZATION  
OF Premier Land Company, LLC

1. The name of the Limited Liability Company organized herein shall be Premier Land Company, LLC .
2. The street address of the Limited Liability Company's initial registered office shall be 2248 Frankfort Avenue, Louisville, Kentucky 40206. The name of its initial registered agent at that office is Craig Perdue.
3. The mailing address of the initial principal office of the Limited Liability Company is 2248 Frankfort Avenue, Louisville, Kentucky, 40206.
4. The Limited Liability Company has at least one or more members.
5. The Limited Liability Company is to be managed by its members.
6. The Limited Liability Company is not to have a specific date of dissolution.
7. A written statement of the initial registered agent consenting to serve in that capacity accompanies these Articles of Organization.

INSTRUMENT PREPARED BY:

  
 Dennis J. Stilger  
 6000 Brownsboro Park Boulevard  
 Suite H  
 Louisville, Kentucky 40207  
 (502) 893-8557

Signature   
 Address: 6000 Brownsboro Park  
 Boulevard, Suite H  
 Louisville, Kentucky 40207  
 Person forming Limited  
 Liability Company and  
 Signing Pursuant to  
 K.R.S. 275.045(6)(c)

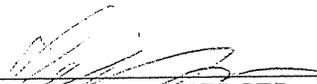
CONSENT TO SERVE AS REGISTERED AGENT

The undersigned, having been designated the initial registered agent of Premier Land Company, LLC hereby consents to serve as the registered agent of Premier Land Company, LLC



Craig Perdue

INSTRUMENT PREPARED BY:



---

DENNIS J. STILGER  
6000 BROWNSBORO PARK BOULEVARD  
SUITE H  
LOUISVILLE, KENTUCKY 40207  
(502) 893-8557

\\Secretary\staff\My Documents\CORPS. & LLC\CONSENT TO SERVE Premier Land co.wpd

Document No.: DM2003137130  
Lodged By: STILGER  
Recorded On: 06/23/2003 09:58:20  
Total Fees: 9.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: EVENAY

END OF DOCUMENT.

OPERATING AGREEMENT OF PREMIER LAND COMPANY, LLC

WHEREAS, the Articles of Organization of Premier Land Company, LLC, were filed with the Secretary of State of Kentucky on the 8<sup>th</sup> day of July, 2003,

AND WHEREAS, those Articles of Organization were filed with the Clerk of the County Court of Jefferson County, Kentucky on the 23<sup>rd</sup> day of June, 2003, and are of record in Corporation Book 0609, Page 0180, in said Clerk's Office.

The members of, Premier Land Company, LLC desire to adopt an Operating Agreement as defined by Kentucky law. It is now, therefore, agreed between the members of Premier Land Company, LLC as follows:

1. Formation. This shall be the Operating Agreement of Premier Land Company, LLC, as defined by KRS 275.015(13).

2. Initial Members. The initial members in the LLC are Perdue Builders, Inc. and Tinnell Properties, Inc. in the Participating Percentages of 50/50.

3. Additional Members. The Company may admit additional Members from time-to-time upon the terms and for the consideration determined by the unanimous decision of the Members.

4. Transfer of Interests. A member may not transfer his or her interest in the absence of the unanimous consent of the Members. The transfer of an interest shall not release the assigning Member of such Member's obligations under this agreement

unless the transferee of such interest is unanimously approved by the remaining Member(s) as a substitute member: and provided that the approved assignee assumes in writing the obligations of the assigning Member.

5. Indemnification. Each member will be fully indemnified by the LLC, to the extent of the then-existing assets of the LLC for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member of the LLC only so long as such liability was incurred in good faith within the scope of the members' duties to, or on behalf of, the LLC. This provision is intended to be as broad as allowable pursuant to KRS 275.180(2).

6. Capital Contributions.

a) Each member has contributed in consideration of his/her membership interests (KRS 275.185(1)(e) and KRS 275.195), as follows:

Upon execution of the Agreement, Perdue Builders, Inc. will convey to the LLC the Real Estate Development together with its assets, known as Overlook of Harrods Creek. Assets specifically include the Option Rights per Option Agreement attached hereto as Exhibit A, which the Company will use to acquire the parcel of real property located on U.S. 42 (the "Project"). In addition, Perdue Builders, Inc. will convey particular organizational costs and design plans known as the Initial Investment which is detailed in Exhibit B attached hereto and made a part of hereof. For consideration and upon execution of this

Agreement, Tinnell Properties, Inc. shall pay to Perdue Builders, Inc. one half of the Initial Investment as described in Exhibit B. These payments are due \$15,000 upon signing of this Agreement and \$10,000 to be paid within 30 days of signing of this Agreement.

b) Additional Capital Contributions. Pursuant to KRS 275.185(1)(e)(1), the members may determine by unanimous decision that Additional Capital Contributions are required for the Company purposes to meet any operating shortfall of the LLC (KRS 275.200). The Members shall make additional Capital Contributions at such times and in such amounts as may be agreed upon by all the Members. Exhibit C shall be amended to reflect any additional Capital Contributions.

7. Ownership and Capital Accounts. The members shall have equal ownership rights in the LLC. Pursuant to KRS 275.205, the profits and losses of the LLC shall be allocated among the members equally. A separate Capital Account shall be maintained by the Company for each Member in accordance with Treas. Reg. 1.704-1(b)(2)(iv.). There shall be credited to each Members Capital Accounts: (I) the amount of money contributed by such Member to the Company and (ii) allocations to such Member of Company income and gain including income and gain exempt from tax and income and gain, as computed for book purposes. of expenditures of the company and (iv) allocations of loss and deductions including loss or deduction computed for book purposes. Each Members Capital account shall be decreased by (I) the amount of money distributed to such Member by the Company (ii) and allocations to such member of expenditures of

the company and (iv) allocations of loss and deductions including loss or deduction computed for book purposes. Taxable income and losses shall be allocated among the Members in accordance with their Partnership Percentages.

8. Fees. Upon completion of zoning and simultaneous with construction financing, the LLC shall convey to Perdue Builders, Inc. \$50,000.00 in consideration of work performed. As the project proceeds thereafter, the company shall enter into separate contracts with Perdue Builders, Inc. and Tinnell Properties, Inc., which will provide for the following fees:

(i) Perdue Builders will be paid a 4% fee for Construction Management. This fee will be leveled on all material and labor billed through Perdue Builders, Inc., including insurance, salaries of Construction Managers and site buildings. This Construction management fee is not to exceed the lesser of \$200,000.00 or the amount approved by the Project Lender for said construction fee amount. This fee shall be paid monthly as the project proceeds.

(ii) a financial fee equal to 1/2% of the loan for the land, development costs and Condo Construction Loans payable to Tinnell Properties, Inc. upon completion of construction financing services and a loan being in place by a lender and \$2,500 per month for services performed starting when ground is broken on the development and ending after 36 monthly payments or when all buildings are constructed, whichever comes first, but only to the extent the Project Lender approves these fees to be included in the

Project Budget.

(iii) Any work done<sup>\*</sup> by Perdue Construction Inc. for the US 42 project will be billed as time and materials plus 18% overhead/profit charge and billed to Perdue Builders. <sup>OK</sup> \* with prior approval <sub>OKT</sub>

9. Withdrawal. A member who withdraws before the LLC is dissolved may be compelled to accept from the LLC a distribution of assets or portions of any assets in kind in lieu of a cash distribution. KRS 275.220(2). No member shall have the right to withdraw from the Company or to demand or receive a return of his capital without consent of all other Members.

10. Buyout. At anytime, following two months from the date hereof and before Project Financing, either member fails to make an additional cash contribution as is required and agreed upon by all Members to be necessary for financing the Project, then, in that event, the remaining member(s) (the "Offering Party") may have the right, but not the obligation, to buyout the non-contributing member (the "Other Party") from the LLC by written notice. In that event, the Other Party shall receive any initial and subsequent contribution(s) made by such member to the LLC. The Other Party shall receive no further value for services performed or increases in equity of property of the LLC. The Other Party will be entitled to cash representing his ownership interest, which shall be paid within 90 days of written notice of his buyout under this clause. The Other Party shall be entitled to interest on such Contributions from the date of written notice of buyout until actual payment at a rate of 9% per annum. The accrued interest shall be paid

simultaneously with the repayment of the Other Party's reimbursement of the Initial and Subsequent Contribution amounts.

- b) If the Offering Party acquires the Other Party's interest pursuant to section 8.a above, the Offering Party must obtain releases of any guarantees or additional collateral that has been entered into by the Company as a result of its indebtedness.

11. Responsibility for Books of Account and Reports. Proper and complete books of account and records shall be kept by Tinnell Properties Inc. in which shall be entered fully and accurately all transactions and other matters relative to the Company's business as are usually maintained by persons engaged in businesses of a like character, including a Capital Account for each Member. Perdue Builders Inc will track and report to Tinnell Properties Inc. all daily records of construction costs. The Company's books and records shall be prepared in accordance with generally accepted accounting principles, and shall be kept on the accrual basis, except in circumstances in which the Members determine that another basis of accounting will be in the best interests of the Company. The books of account and records shall at all times be maintained at the principal place of business of Company and shall be open to the inspection and examinations of the Members during reasonable business hours, and any Member may at such Member's expense, examine and make copies of the books of account and records of the Company.

Tinnell Properties Inc shall arrange all financing and produce

all reports required by lenders.

12. Reports to the Members. As soon as practicable, Perdue Builders Inc. shall deliver or cause to be delivered the following financial documentation to each Member:

- a) Within 90 days after the end of each fiscal year, such information concerning the Company as shall be necessary for the preparation by a member of such Member's income tax or other tax returns.
- b) Quarterly financial statements (Balance sheet, Income Statement and Statement of Capital Accounts), updated budgets and statements of operation and cash flow.

13. Fiscal Year. The fiscal year of the Company shall end on December 31<sup>st</sup> of each calendar year.

14. Authority of Members. No Member shall have the power or authority to bind the Company unless the Member has been authorized in writing by the other Members to act as an agent of the Company. Meetings of the Members shall be held at least quarterly and may be called by any Member upon at least three business days prior written notices to the other Members. Actions by the Members shall be taken by the affirmative vote of Members holding a majority of the Voting Percentages, unless such actions expressly require the unanimous agreement of all of the Members.

15. Miscellaneous. It is the intent of the members that this LLC shall be taxed as a partnership.

This contract has been negotiated between sophisticated parties

who have each had the benefit of assistance of counsel. The terms of this agreement are therefore not to be construed against either party merely because of the fact that counsel for one party has prepared the initial draft of this document and provided clerical services for any subsequent revisions thereto. This document shall be construed in favor of neither party, but rather as a whole in an attempt to give each provision the full intent provided by the agreement. Any ambiguity is not to be construed in favor of or against either party hereto.

Any amendment to this Operating Agreement shall be in writing and adopted in accordance with the provisions of this Operating Agreement.

This contract shall be governed by the law of the Commonwealth of Kentucky. The Courts of the Commonwealth of Kentucky shall have jurisdiction of any dispute arising under this contract.

The parties to this Contract have read its entire contents and acknowledge receipt of a copy. It is agreed that all terms and conditions pertinent hereto are included in this writing, and no verbal agreements or understandings of any kind shall be binding upon the parties.

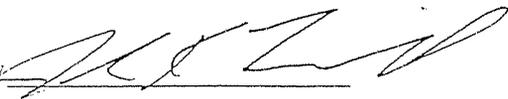
Perdue Builders, Inc.

By 

Date 7-9-03

Tinnell Properties, Inc.

By



Title

PRESIDENT

Date

7/8/03

C:\Documents and Settings\Staff\My Documents\CORPS & LLCs\OPERATING AGREEMENT-PREMIER LAND CO LLC wpd

**JULIA K. TINNELL**  
**13404 CREEKVIEW ROAD**  
**PROSPECT, KENTUCKY 40059**  
502.228.2148

**OBJECTIVE**

Translate financial and managerial theory into optimal business strategy. To learn and build on current modern business practices utilizing my personal skills and experience to ensure strong organizational performance

**EDUCATION**

MBA, University of Kentucky, with a specialization in Finance, 1992 Bachelor of Science, Accounting and Finance, University of Kentucky, 1988. Real Estate Finance professional program, MIT, 1999/2000.

**PROFESSIONAL EXPERIENCE**

**Owner/Developer:** Premier Land Company, LLC, Prospect, KY **4/03 – Present**

**President:** Tinnell Properties, Inc. **12/02 - Present**

Owner and partner of various real estate investments including Harrods Creek Overlook a 36 unit, \$14 million luxury condominium project in Louisville, Ky. The project has received overwhelming support from the press, the zoning board, real estate professionals and the public. Real estate consulting for various facets of development process including financial, development and sales of commercial properties

**CFO/Vice President:** Faulkner Hinton & Associates, Louisville, KY **8/00 – Present**

Execute financial responsibility for 25 commercial, residential, land and development real estate projects valued at over one hundred and twenty million dollars. Implement company wide policy for risk and internal controls related to GAAP accounting, consolidation reporting, cost controls, cash management, software, insurance, human resources, leasing and development. Assist with public relation campaigns. Manage lease negotiations valued cumulatively in excess of \$20M. Review legal contracts. Responsible for the review of over 90 federal and state income tax returns. Manage complex transactions including 1031 exchanges, sale leasebacks and tenants-in-common legal structures. Currently initiating an umbrella-style tax structure in order to provide long-term tax planning. Assist ownership with financial policy including entrance and exit investment strategies. Oversee budgeting process, cash flow analysis, asset valuations and partner rates of return. Provide lending institutions and investors with project analysis and performance review. Ensure reporting compliance. Provide executive leadership and management for over \$26 million dollars of annual revenue. During term, company has been awarded twice in the past two years as being in the Business First's Fast Fifty List for fastest growing private companies in Louisville 2002/2003

**Controller/Financial Manager:** Hines Interests, Boston, MA **11/97 – 8/00**

Managed and directed financial administration for six million square feet of multi-use commercial real estate valued at over one billion dollars and two prominent Boston development projects with an additional two million square feet. Assisted in the presentation and underwriting of new business opportunities in the Boston area for the Hines' financial advisory group and CALPers. Reported financial closure on sale transactions exceeding 50 million dollars and communicated financial results to investors. Oversaw the accounting staff for the Boston, Cincinnati and Hartford offices with responsibility for eight accounting professionals. Responsible for all internal audits, external audits, GAAP reporting and cash flow budgeting. Managed the transition and audit control for new management contracts. Coordinated with the corporate office to administer cash management, payroll, working capital and partnership tax filings. Implemented and refined accounting workflow and information systems for field offices and the Boston Development Office. Forecasted project cash flows and returns, and valuations for existing properties. Reviewed legal compliance with mortgage documents and management and partnership agreements. Analyzed long-term financial and managerial strategies in order to maximize real estate and portfolio values.

**JULIA K. TINNELL  
RESUME, CONTINUED**

**PROFESSIONAL EXPERIENCE, CONTINUED**

**Sr. Project Accountant:** Hines Interests, Cincinnati, Ohio 12/93 – 11/97

Executed primary responsibility for the financial administration of two million square feet of commercial real estate valued over \$250 million. Presented property values and interpreted cost/benefit lease structures. Projected, invested and transferred partnership distributions for over twenty million dollars in annual cash flow. Consolidated tier partnership financials, discussed partnership agreements for compliance. Analyzed partnership structure and long-term financial strategy. Reviewed property operations for compliance with accounting controls and procedures. Maintained all reporting, performed audit planning and supervised accounting records. Reviewed partnership's annual budgeting and gave presentations on cash flow and profitability. Responsible for tenants' escalations and property rent rolls. Assisted with lease negotiations. Supervised and hired accounting staff for the property. Coordinated requirements for annual audits of operating expenses. Prepared annual tax income projections for use in tax planning. Provided assistance to project managers in evaluating accounting and tax issues on new business opportunities. Supervised the installation of a network system and trained staff with new software and computer configurations.

**Project Accountant:** (Merit Promotion) 12/92-11/93

**Staff Accountant:** Hines Interests, Cincinnati, Ohio 4/91-11/92

Administered and communicated financial and accounting functions for Class A downtown office buildings from construction to full operation. Prepared project development draws and financials through the transition period. Coordinated budgeting and reporting. Prepared all filings for real property taxes and sales and use taxes. Assisted with lease administration and the management of working capital. Maintained the network and assisted with computer upgrades. Coordinated annual external and internal audits. Organized databases, increased efficiencies and reduced administration expenses. Influenced an organizational trend to decentralize major accounting functions.

**Senior Financial Analyst** The Webb Companies, Lexington, Kentucky 7/88-4/91

Developed sales proformas for over 45 commercial real estate projects. Determined market values of properties and analyzed returns on investments. Forecasted project cash flow in order to examine performance and aid cash flow management. Managed the financial database and communicated the status of project returns and property valuations. Reviewed partnership agreements, lease and mortgage documents. Consolidated tier partnership assets exceeding 500 million dollars and associated cash flows to produce financial statements for the general and limited partners.

**ATTRIBUTES**

Professional

Initiative

Leadership

Competence

President – Elect, CREW Louisville, Inc.  
Board of Directors, CREW Louisville, Inc.  
CCIM Chapter Member  
Boy Scout Assistant Den Leader  
Leukemia Society

**REFERENCES AVAILABLE UPON REQUEST**



## NEWS

Article: [Garages Not Just for Cars](#) - 10/17/2003

### "BreakThrough - Garages not just places for cars; convert into living spaces"

By Mandy Wolf, *Home Showcase Writer*

#### Excerpt:

"Remodelers and homeowners alike agree that if a garage becomes nothing more than a storage space, it can be turned into the rec room of a homeowner's dream.

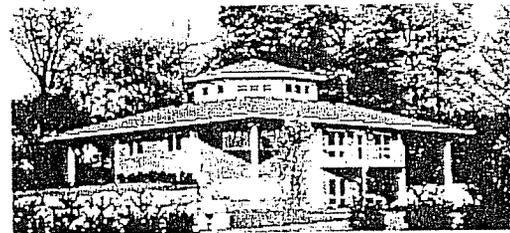
That's what remodeler Bob Latter of Perdue Construction did with a home in Eastern Jefferson County. The house had an attached two-car garage and sits on about 10 acres. Because it was built in the 1970s, it had a basement rec room and little natural light. The homeowners wanted to bring the family upstairs, so they decided to renovate their attached two-car garage.

Latter said the need for more space prompts most homeowners to convert a storage area into a living space."



## AWARDS AND

**NOTABLE STRUCTURES:** Not only do Perdue Builders and Perdue Construction have a solid reputation for remodeling and building quality luxury homes, but both have also been acclaimed for their commercial work. One such noted project taken on by Perdue Construction was that of the addition to the St. Matthews Bluegrass Brewing Company in Louisville, KY.



Perdue Builders received the award for Best New Commercial Building in Oldham County, KY for constructing a Liter's Quarry office building. In constructing this quarry building, Perdue Builders worked closely with the architect and the clients to plan and fine tune the construction in order to meet their specific needs.

**RIVER VIEW HOMES:** River View Homes are another specialty for Perdue Builders. Team members participate in continuing education in this area to maintain the knowledge required to build these unique homes. The team is always up to date on the latest flood plain regulations, and has the knowledge and ability to create dream homes on any type of lot.

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2248 Frankfort Avenue • Louisville, KY 40206 • 502-895-3663 • [perdueconst@mindspring.com](mailto:perdueconst@mindspring.com)

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## ABOUT

**OUR HISTORY** Craig Perdue founded Perdue Construction in 1986. Craig has been involved in different disciplines of construction for 25 years, and founded this construction company to meet the upscale remodeling and reconstruction needs of his clients. Perdue Construction's quality craftsmanship immediately gave the company an excellent reputation. Clients requested everything from minimal kitchen expansions to additions that would triple the current size of their residence.



By 1988, Perdue Construction began receiving more and more requests for custom-built new homes. So in 1989, Craig Perdue founded a sister company to Perdue Construction, that he appropriately named Perdue Builders. Perdue Builders specializes in building customized new homes in the \$300,000+ range. Following the tradition of its sister company, Perdue Builders has also established a superb reputation for building some of the finest custom homes in the area.



**OUR TEAM** Craig Perdue oversees the daily operations of Perdue Builders, while Bob Latter manages Perdue Construction. Doug Perdue and Lee Buckner, master carpenters, assist in the supervision of both Perdue Construction and Perdue Builders. Each member of this highly efficient crew of professionals has over 20 years of industry experience. The Perdue crew works closely with subcontractors to ensure that all of the client's expectations are met and exceeded. Perdue is also committed to using only the best subcontractors to meet its demand for high quality. Perdue guarantees complete client satisfaction with a 20-point structural guarantee on all custom built homes and a one-year warranty for all cosmetic features. Attention to

detail is a Perdue trademark. Catching little mistakes before they become big problems can make a huge difference in the quality of a project.

Perdue Builders and Perdue Construction are members of the Oldham County Chamber of Commerce, the Better Business Bureau, and the Louisville Homebuilders Association. Please feel free to contact us for more information.

*Experienced, Reliable, and Versatile.*

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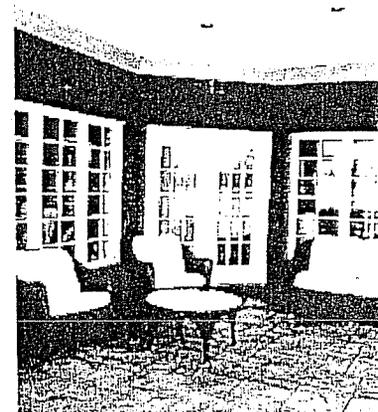
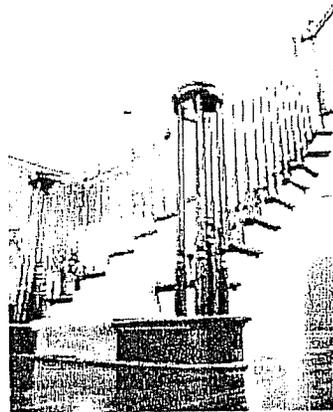
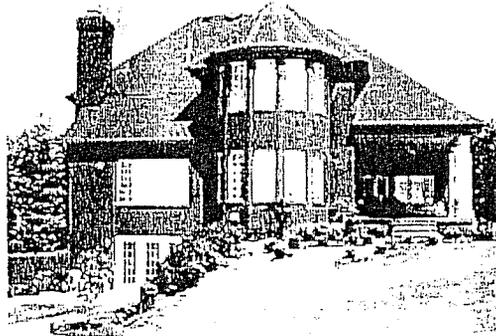
2248 Frankfort Avenue • Louisville, KY 40206 • 502-895-3663 • [perdueconst@mindspring.com](mailto:perdueconst@mindspring.com)

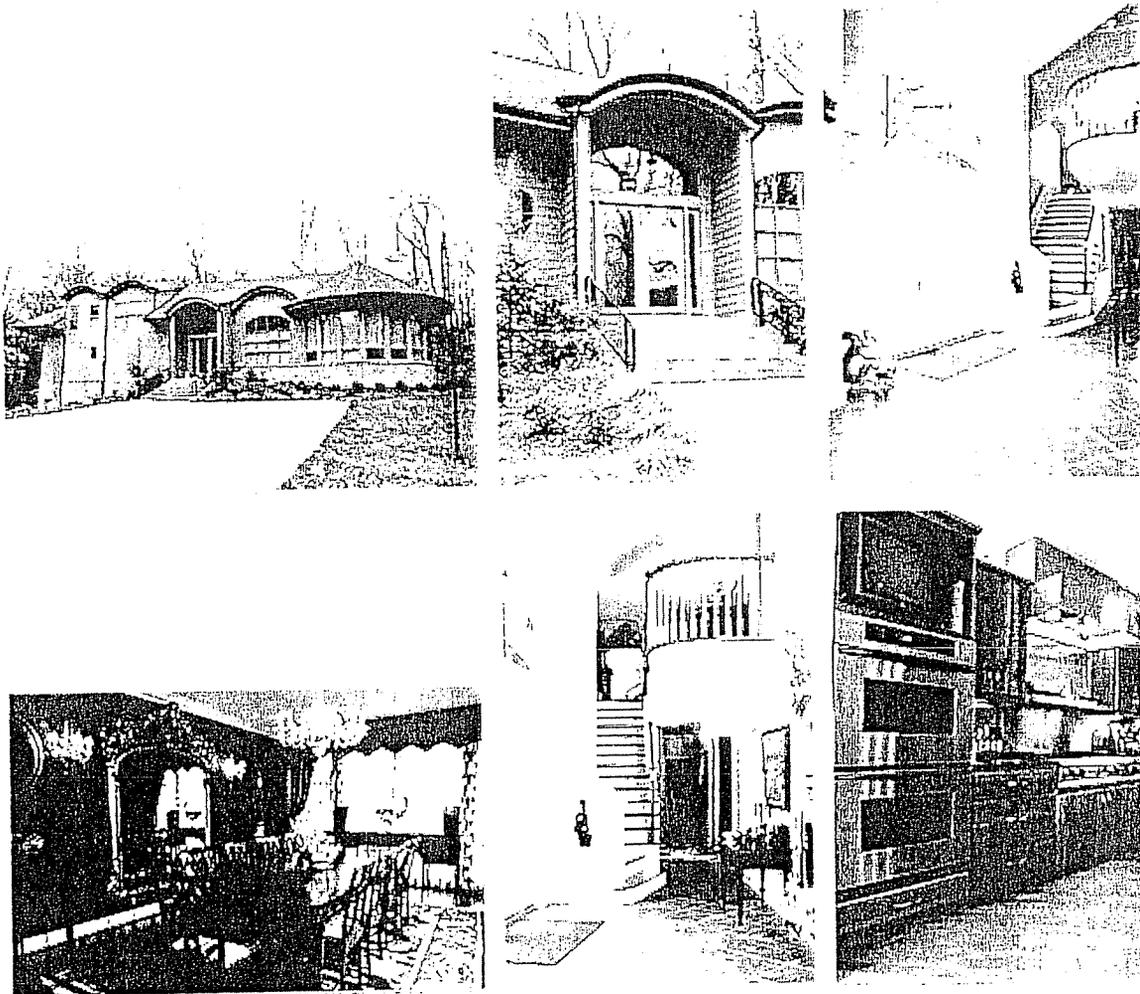
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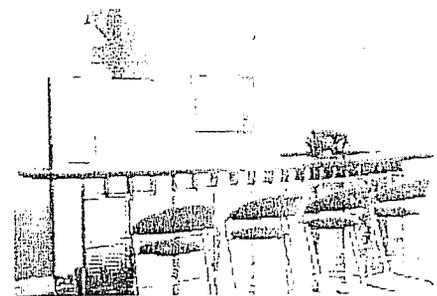
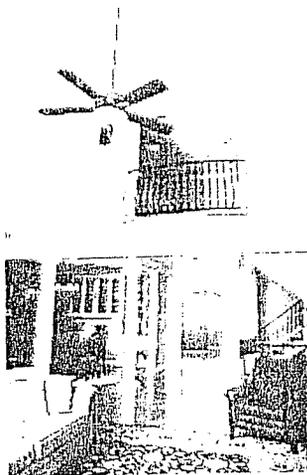
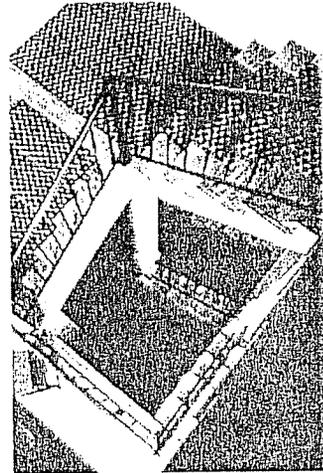
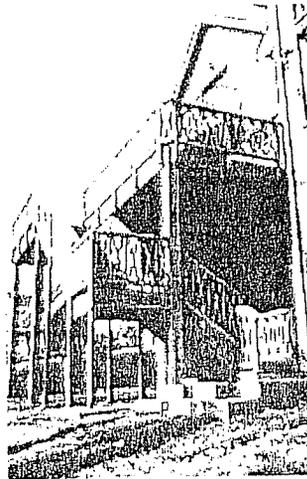
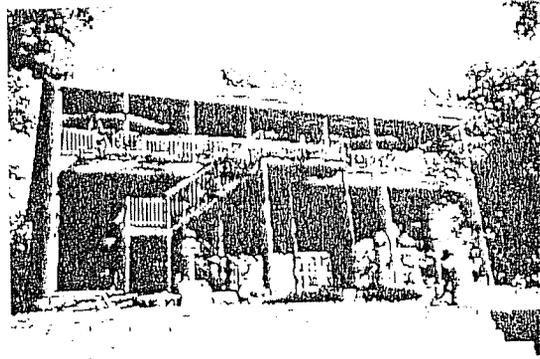


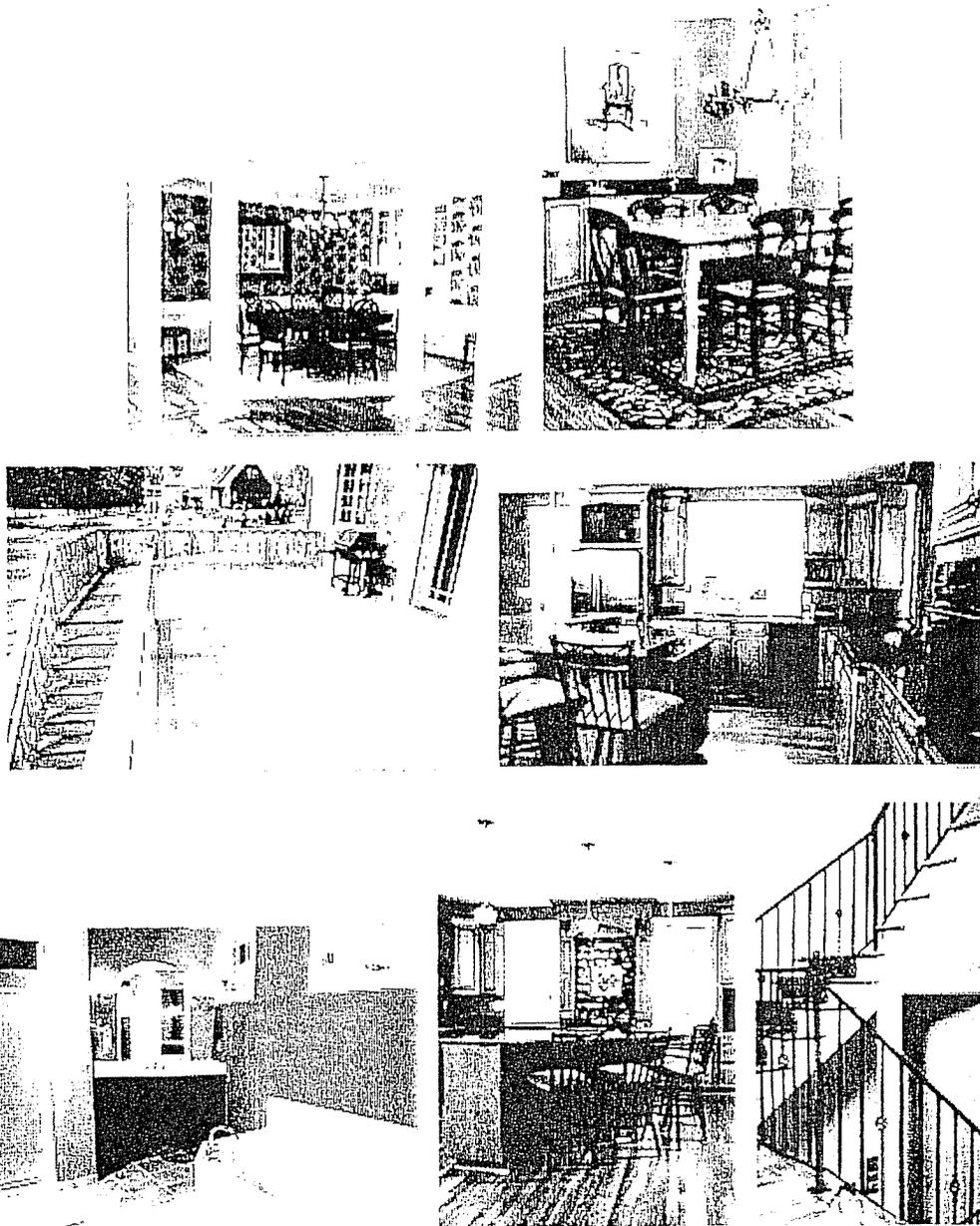
Call Today

NEW HOMES









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Exhibit B

AMENDED ARTICLES OF INCORPORATION  
OF  
FOURTH AVENUE AMUSEMENT COMPANY  
TO BE  
FOURTH AVENUE CORPORATION

FOURTH AVENUE AMUSEMENT COMPANY is a corporation, authorized and existing under the laws of the Commonwealth of Kentucky pursuant to Articles of Incorporation dated April 24, 1914, recorded in Corporation Book 23, Page 75, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and five (5) amendments thereto, respectively dated and recorded in said Clerk's office as follows:

July 13, 1916, Corporation Book 25, Page 348

March 15, 1921, Corporation Book 30, Page 470

February 23, 1928, Corporation Book 38, Page 10

November 21, 1928, Corporation Book 38, Page 520

February 2, 1931, Corporation Book 41, Page 47

Said corporation through its President and Secretary certify as follows:

(1) That the Board of Directors of this Corporation at a meeting duly called and held on the 13th day of December, 1963, adopted the following resolutions:

RESOLVED That it is advisable to amend the Charter of the Corporation by changing its name, changing the provisions with respect to its principal place of business, enlarging its powers and purposes, clarifying the provisions with respect to corporate structure, designating its process agent, increasing

its authorized number of directors, authorizing changes with respect to the date of the annual meeting, clarifying the provisions with respect to the powers of the Board of Directors and officers, increasing its authorized maximum indebtedness and making certain other provisions now not contained in its Articles of Incorporation as same have been amended from time to time.

(ii) That thereafter on the 21st day of January, 1964, pursuant to said call and to due and written notice thereof given to each stockholder of said Corporation, a meeting of the stockholders was held; that a quorum was present;

(iii) That at said meeting a vote of the stockholders present in person and by proxy was taken for and against the proposed amendments set out; that every stockholder present in person and by proxy voted "aye" and no stockholder voted against the adoption of said amendments.

The foregoing having occurred, and it being so certified, the following are adopted as the Amended Articles of Incorporation of said Corporation, to-wit:

#### ARTICLE I

The name of the corporation shall be Fourth Avenue Corporation.

#### ARTICLE II

The principal office and principal place of business shall be located at Suite 356 Francis Building, Louisville 2, Kentucky, with the right to establish and maintain offices and other places of business at such other places as it may select within the State of Kentucky or out of it.

### ARTICLE III

The purpose for which the Corporation is formed and the nature and subject and purposes to be transacted, promoted and carried on shall be as follows:

- A. To operate places for the purpose of furnishing entertainment and amusement.
- B. To sell refreshments, foods, beverages and other types of merchandise at retail and at wholesale.
- C. To own and operate restaurants, hotels, motels, mobile home parks, laundries, bus and pipe lines, quarries, barges, motor vehicles, airplanes, stores and warehouses.
- D. To buy, own, sell, lease and develop real property.
- E. To buy, own, operate, sell, lease and construct buildings of every type.
- F. To buy, own, sell and lease personal tangible property of every type.
- G. To engage in the manufacturing of products.
- H. To acquire, guarantee, hold, own, vote, sell, assign, transfer, mortgage, pledge, or otherwise dispose of stocks, bonds, securities or evidences of indebtedness of any corporation (including subsidiaries), domestic or foreign.
- I. To act as guarantor or surety for the benefit of the Corporation or the benefit of others.
- J. To borrow and lend money and arrange loans of every kind and character.
- K. To jointly engage in any of the aforesaid activities with other corporations, firms or individuals.
- L. To do any and all things as may be necessary and proper for the conduct of the aforesaid business and any and all things necessary and incidental thereto.

#### ARTICLE IV

The capital stock of the corporation shall consist of One Hundred Thousand (100,000) shares of common stock having a par value of One Hundred Dollars (\$10.00) per share and a total value of One Million Dollars (\$1,000,000.00).

All shares of common stock shall have equal voting powers.

#### ARTICLE V

The registered agent of the Corporation for the service of process shall be Samuel Steinfeld, 1106 Kentucky Home Life Building, Louisville 2, Kentucky.

#### ARTICLE VI

The duration of the Corporation shall be perpetual, unless previously dissolved by the action of the stockholders.

#### ARTICLE VII

The affairs of the Corporation shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than nine (9), and by a President, Vice-President, Secretary, Treasurer and such other officers as the Board of Directors shall from time to time determine.

The Stockholders shall elect the Directors at the annual meeting, to serve for a term of one (1) year and until their successors are elected and qualified. The officers shall be elected by the Board of Directors at the first meeting of the Board following the annual meeting of Stockholders. The term of office for each officer shall be one (1) year and until their successor is elected and qualified. Any one person may, by vote of the

Board of Directors, hold any two (2) of the above offices, in addition to being a director of the Company, except that the offices of President and Vice-President may not be held by the same person.

#### ARTICLE VIII

The annual meeting of the stockholders shall be held on the third (3rd) Tuesday in January, at 2:30 o'clock PM, of every year, at the principal office of the Company, or at such other time and place as may be fixed by the Board of Directors of the Corporation.

#### ARTICLE IX

The Board of Directors shall have general supervision of the officers of the Corporation and such other powers and duties as is customary with respect to directors of Kentucky corporations as authorized by law.

The officers of the Corporation shall have such power and duties as are authorized by the stockholders, or the directors and such other powers and duties as is customary with respect to officers of Kentucky Corporations as authorized by law.

The stockholders shall have the power to make, alter, and amend by-laws and the further power to authorize the Board of Directors to make, alter, and amend by-laws, for the conduct of the business and affairs of the Corporation.

#### ARTICLE X

The highest amount of indebtedness or liability which the Corporation may at any time incur is unlimited.

ARTICLE XI

The private property of the stockholders of this Corporation shall not be subject to or liable to the payment of Corporate debts, but shall be specifically exempt therefrom.

IN TESTIMONY WHEREOF, witness the signatures of the President and Secretary of the Corporation this the 21st day of January, 1964.

*D. Irving Long*  
\_\_\_\_\_  
PRESIDENT  
*Ira J. Kerr*  
\_\_\_\_\_  
SECRETARY

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

Before the undersigned Notary Public in and for the above State and County this day personally appeared D. Irving Long and Ira J. Kerr, President and Secretary respectively of Fourth Avenue Amusement Company who acknowledged and delivered the foregoing Amended Articles of Incorporation to be their act and deed and further certify the adoption thereof as stated herein.

Witness my hand this 21<sup>st</sup> day of January, 1964.

My commission expires the 12th day of December

1966

Notary Public, Jefferson County, Ky.  
My commission expires Dec 12 1966

*Robert T. Kinn*  
\_\_\_\_\_  
NOTARY PUBLIC, JEFFERSON COUNTY, KY.

THE FOREGOING AMENDED ARTICLES OF INCORPORATION WERE PREPARED BY SAMUEL STEINFELD, 1106 KENTUCKY HOME LIFE BUILDING, LOUISVILLE 2, KENTUCKY

*Samuel Steinfeld*  
\_\_\_\_\_

ORIGINAL COPY  
FILED AND RECORDED

JAN 23

*Thomas L. Stovall*  
SECRETARY OF STATE OF KENTUCKY  
FRANKFORT, KENTUCKY  
BY *Thomas L. Stovall*  
CHIEF CORP. CLERK

Commonwealth of Kentucky  
Department of State



Office of Secretary of State

ELMER BEGLEY, SECRETARY

ARTICLES OF INCORPORATION

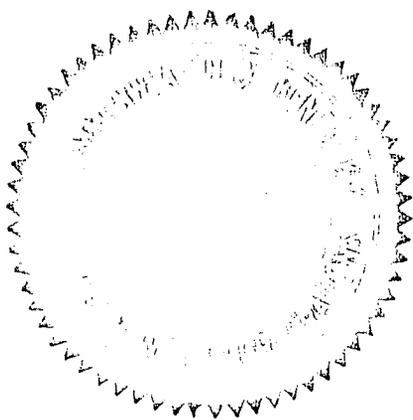
I, *ELMER BEGLEY*, Secretary of State of the Commonwealth of Kentucky, do hereby certify that Articles of Incorporation of

LONG CORPORATION

Louisville, Kentucky

duly signed and acknowledged according to law, have this day been filed in my office. I further certify that all taxes, fees and charges payable upon the filing of said Articles of Incorporation have been paid

Witness my official signature this 20<sup>th</sup> day of July, 1970.



*Elmer Begley*  
Secretary of State

*Mary A. Salvey*  
Assistant Secretary of State

SECRETARY OF STATE

ARTICLES OF INCORPORATION  
of  
LONG CORPORATION

---

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned hereby forms a corporation under the laws of the Commonwealth of Kentucky and that he does hereby execute the following articles:

I.

The name of the corporation shall be:

LONG CORPORATION

II.

The purpose or purposes of this corporation are as follows:  
To acquire by purchase, lease, or otherwise, and to improve and develop real property. In general to carry on any business in connection therewith and incident thereto not forbidden by the laws of the Commonwealth of Kentucky and with all of the powers conferred upon corporations by the laws of the Commonwealth of Kentucky, including, without limitation, the right to lend the corporation's credit and to guarantee, endorse, and underwrite the obligations and contracts of other parties.

III.

The duration of the corporation shall be perpetual, subject to the rights of shareholders to dissolve the corporation.

IV.

The address of the corporation's original registered office in this state is 356 Lincoln Federal Building, Louisville, Kentucky 40202. The name of the original resident agent is D. IRVING LONG, 356 Lincoln Federal Building, Louisville, Kentucky 40202.

V.

The corporation shall have one thousand (1,000) shares of voting common capital stock, without par value.

VI.

The corporation will begin business with a capital of One Thousand Dollars (\$1,000.00).

VII.

The name and address of the incorporator and the number of shares of no par value voting common capital stock subscribed by him are as follows:

D. Irving Long	
356 Lincoln Federal Building	
Louisville, Kentucky 40202	1,000 shares

VIII.

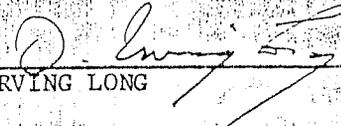
The number of directors to be elected at the first meeting of the shareholders is three (3).

IX.

Authority to make by-laws is expressly vested by these articles in the Board of Directors, subject to the power of

the stockholders to change or repeal such by-laws.

IN TESTIMONY WHEREOF, the incorporator has signed these articles of incorporation this 30 day of June, 1970.

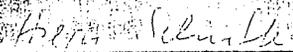
  
D. IRVING LONG

STATE OF KENTUCKY    )  
COUNTY OF JEFFERSON    ) 88

I, a Notary Public, qualified and acting in and for the State and County aforesaid, hereby certify that on the 30 day of June, 1970, the foregoing articles of incorporation of LONG CORPORATION were produced before me in said state and county by D. IRVING LONG and acknowledged by him to be his act and deed.

WITNESS my signature and seal as Notary Public this 30 day of June, 1970.

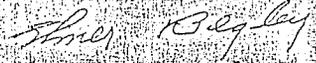
My commission expires: 6-8-77

  
Notary Public  
Jefferson County, Kentucky

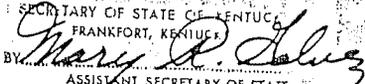
This instrument was prepared by DAVID C. BROWN, of Stites & McElwain, 1212 Kentucky Home Life Building, Louisville, Kentucky.



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FILED AND RECORDED



JUL 2 1970

SECRETARY OF STATE OF KENTUCKY  
FRANKFORT, KENTUCKY  
BY   
ASSISTANT SECRETARY OF STATE

RECEIVED

DEC 08 2004

PUBLIC SERVICE  
COMMISSION

Mr. Dale Wright  
Public Service Commission  
211 Sower Boulevard  
PO Box 615  
Frankfort, KY 40602-0615